

WAIVER OF SERVICE OF SUMMONS

TO: Joseph P. Russoniello, U.S. Attorney, Attorney for Plaintiff United States of America, Attn: Jonathan U. Lee, AUSA

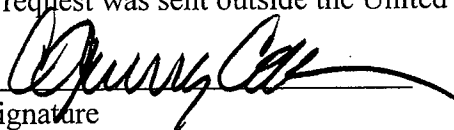
I acknowledge receipt of your request that I waive service of a summons in the action of **United States of America v. California Insurance Guarantee Association**, which is case number **C 08-3124 JCS** in the United States District Court for the Northern District of California. I have also received a copy of 1) Civil Cover Sheet, 2) Complaint in the action, 3) two copies of this Waiver of Service of Summons, a means by which I can return the signed waiver to you without cost to me, 4) postage paid return envelope, 5) Order Setting Initial Case Management Conference and ADR Deadlines, 6) pamphlet re: Consent to a Magistrate Judge's jurisdiction in the Northern District of California, 7) ECF Registration Information handout, 8) Notice of Assignment of Case to a U.S. Magistrate Judge for Trial, 9) Public Notice, and 10) Welcome Package and Hours.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after **July 1, 2008**, or within 90 days after that date if the request was sent outside the United States.

DATED: July 7, 2008


Signature

C. Guerry Collins
Printed/Typed Name

~~xxx~~ On behalf of California Insurance Guarantee Association

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for failure to waive service that a party believes that the complaint is unfounded or that the action has been brought to an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waived service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons) and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee of the Office of the United States Attorney for the Northern District of California and is a person of such age and discretion to be competent to serve papers. The undersigned further certifies that she is causing a copy of the following:

Signed Waiver of Service of Summons by C. Guerry Collins on Behalf of California Insurance Guarantee

to be served this date upon the party in this action by placing a true copy thereof in a sealed envelope, and served as follows:

- ☒ FIRST CLASS MAIL by placing such envelope(s) with postage thereon fully prepaid in the designated area for outgoing U.S. mail in accordance with this office's practice.
- ☐ CERTIFIED MAIL (#) by placing such envelope(s) with postage thereon fully prepaid in the designated area for outgoing U.S. mail in accordance with this office's practice.
- ☐ PERSONAL SERVICE (BY MESSENGER)
- ☐ FEDERAL EXPRESS via Priority Overnight
- ☒ EMAIL
- ☐ FACSIMILE (FAX)

to the party(ies) addressed as follows:

California Insurance Guarantee Association
c/o C. Guerry Collins, Esq.
Locke, Lord, Bissell & Liddell
300 S. Grand Ave., Ste. 800
Los Angeles, CA 90071]
PH: (213) 687-6719 FX: (213) 341-6719
Email: GCollins@lockelord.com
Email: kmetcalfe@lockelord.com

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this July 17, 2008 at San Francisco, California.

/s/
LILY HO-VUONG
Legal Assistant